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7 **IN THE UNITED STATES DISTRICT COURT**
 8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

9 ESTHER COHEN, On Behalf Of) Case Number: 3:17-cv-05146
 10 Herself and All Others Similarly Situated,)
 Plaintiff,)
 11)
 v.)
 12)
 13 ECO-CHIC LLC d/b/a CREDO BEAUTY,)
 14 Defendant.)
 15 _____)

COMPLAINT

CLASS ACTION

JURY TRIAL DEMANDED

16 **CLASS ACTION COMPLAINT**

17 Plaintiff, Esther Cohen (“Plaintiff”), by and through her undersigned counsel, brings
 18 this action on behalf of herself and all other persons similarly situated, against Defendant,
 19 Eco-Chic LLC d/b/a Credo Beauty (“Eco-Chic” or “Defendant”), and, in support thereof,
 20 avers as follows upon information and belief, except as to allegations specifically pertaining
 21 to Plaintiff, which are made upon knowledge.

22 **NATURE OF ACTION**

23 1. Plaintiff brings this action individually, and on behalf of the proposed class as
 24 more fully defined below. This action is about certain unfair and deceptive consumer sales
 25 practices of Eco-Chic attendant to its online advertising and sale, in the United States, of
 26 certain of its products (“Product(s)”). Specifically, Eco-Chic has breached its express
 27 warranty and is in violation of the California Consumers Legal Remedies Act, Civil Code §
 28 1750, *et seq.* (“CLRA”); the Unfair Competition Law, California Business and Professions

1 Code § 17200, *et seq.* (“UCL”); the False Advertising Law, California Business and
 2 Professions Code § 17500, *et seq.* (“FAL”); and the New Jersey Consumer Fraud Act,
 3 N.J.S.A. § 56:8-1, *et seq.* (“CFA”).

4 2. In recent years, cosmetics industry participants have become acutely aware that
 5 consumers are trending toward “natural” products. Numerous market studies have confirmed
 6 this shift, one of which concludes as follows:

7 The market research firm [(Mintel)] is quick to point out that 2015 sales in
 8 the facial skin care and anti-aging categories were down, ‘*after years of
 slow but steady growth.*’ And it’s mild, natural, and anti-pollution
 9 products that are capturing consumer attention just now.¹

10 3. Importantly, consumers seek both healthier and ethically superior performance
 11 in preferring natural products.

12 4. Responsive to trending consumer preferences for natural products, Defendant
 13 maintains an enterprise ostensibly built around providing consumers with effective makeup
 14 and skincare products that are safe, clean, eco-friendly, cruelty-free, organic, and that do not
 15 cause any health issues.²

16 5. Defendant is a merchant of beauty products and sells a variety of brands that it
 17 represents are “safe, sustainable, and ethically sourced.” Defendant sells such products
 18 online, at credobeauty.com, and in its stores. Defendant controls the content of its website,
 19 including the manner in which it markets and advertises the products that it sells.

20 6. Defendant purports to provide its customers with brands that “meet [its] high
 21 performance standard without compromising [consumers’] health, created by passionate like-
 22 minded individuals.”³

23 7. Nonetheless, Defendant sells products that are not 100% natural, including the
 24 following products, which contain the synthetic, non-natural ingredients listed in parentheses:

25
 26 ¹ <http://www.cosmeticsdesign.com/Market-Trends/Natural-skin-care-and-anti-aging-beauty-products-still-gaining-popularity> (June 22, 2016).

27 ² <https://credobeauty.com/pages/our-story>.

28 ³ <http://credobeauty.com/pages/clean-beauty> (June 14, 2017)

- 1 • Antonym Cosmetics Lipstick Pencil (octyldodecyl stearoyl stearate, castor
2 isostearate succinate, glyceryl di-hydroxystearate, glyceryl diisostearate)
- 3 • Lily Lolo Lipstick (titanium dioxide)
- 4 • Rahua Shampoo (coco betaine, potassium sorbate)
- 5 • Ursa Major Hoppin' Fresh Deodorant (propanediol, tocopheryl acetate)
- 6 • MCMC Desert Rose Atmosphere Mist (denatured alcohol)
- 7 • MCMC Dude No. 1 All Natural Cologne (denatured alcohol)
- 8 • MCMC Sea Glass Atmosphere Mist (denatured alcohol)
- 9 • Lovefresh Grapefruit Deodorant (Emulsifying Wax – coconut derived)
- 10 • Rahua Detox & Renewal Treatment Kit (Behentrimonium Methosulfate,
11 Stearalkonium Chloride, potassium sorbate)
- 12 • HAN Skincare Cosmetics Cheek & Lip Tint (titanium dioxide)
- 13 • HAN Skincare Cosmetics Lip Gloss (titanium dioxide)
- 14 • RMS Mascara - Defining (castor isostearate beeswax succinate, Sodium
15 hydroxide)
- 16 • Lily Lolo Mascara (propanediol, lactobacillus ferment bis-octyldodecyl
17 dimer dilinoleate/propanediol copolymer, potassium sorbate)
- 18 • Rahua Voluminous Conditioner (behentrimonium methosulfate,
19 stearalkonium chloride, potassium sorbate) (the “Product(s)”).

20 8. Plaintiff purchased Rahua Shampoo from Defendant, relying on its
21 representation that the Product was a “100% natural, organic and light-lather shampoo.” In
22 addition, Plaintiff purchased an Antonym Cosmetics Lipstick Pencil from Defendant, relying
23 on its representations that “the 100% natural formula contains ingredients that benefit skin.”

24 9. After receiving notice of Plaintiff’s allegations, Defendant altered its website
25 to state that all of its products “are either natural (formulated using plants), or made with a
26 combination of safe/non-toxic synthetic ingredients *combined* with plants.”⁴ However,

27
28 ⁴ <https://credobeauty.com/pages/clean-beauty> (Aug. 24, 2017).

1 Defendant still misleadingly represents that the Products Plaintiff purchased are 100% plant
2 derived (Rahua Shampoo) and 100% natural (Antonym Cosmetics Lipstick Pencil).

3 10. Defendant even falsely assures consumers that because it carefully screens the
4 ingredients in its products, consumers do not even need to read product labels -- Defendant
5 does it for them. Defendant explicitly tells consumers to trust it and then betrays that trust.

6 11. Contrary to Defendant's self-serving representations otherwise, it has sold, and
7 continues to sell, Products that contain non-natural ingredients, although it falsely advertises
8 that the Products are "all natural."

9 12. Defendant knows that its products are not 100% natural, but nonetheless
10 advertisises its products in a manner intended to mislead and deceive consumers. As a result,
11 Defendant is able to profit at consumers' expense.

12 13. Plaintiff relied on Defendant's representations that the Products she purchased
13 were 100% natural and paid a premium for the purported 100% natural products.
14 Nonetheless, each of the Products Plaintiff purchased contained synthetic ingredients.

14. As a result, Plaintiff did not receive the benefit of the bargain. In addition,
15 Plaintiff was exposed to hazardous synthetic ingredients which are particularly hazardous to
16 her, given that she has been diagnosed with psoriasis.
17

18 15. Through this action, Plaintiff seeks injunctive relief, actual damages,
19 restitution and/or disgorgement of profits, statutory damages, attorneys' fees, costs, and all
20 other relief available to the Class as a result of Defendant's unlawful conduct.

PARTIES

22 16. Plaintiff was and is a resident of Lakewood, New Jersey at all times relevant to
23 this action. Plaintiff, thus, is a citizen of New Jersey.

24 17. Eco-Chic is a Delaware limited liability company with its principal place of
25 business in San Francisco, California. Defendant, thus, is a citizen of California.

JURISDICTION AND VENUE

27 18. The claims asserted herein arise under the laws of the State of California.

28 19. This Court has original jurisdiction over this action pursuant to 28 U.S.C.

1 § 1332(d) because the matter in controversy, upon information and belief, exceeds
 2 \$5,000,000, exclusive of interest and costs, and this is a class action in which certain of the
 3 class members and Defendant are citizens of different states.

4 20. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because
 5 substantial acts in furtherance of the alleged improper conduct, including the dissemination of
 6 false and misleading information regarding the nature, quality, and/or ingredients of the
 7 Products occurred within this District. Further, Defendant's online Terms of Use require any
 8 dispute to be brought under California law in San Francisco County, California.

9 21. Defendant is, and was at all relevant times, located in California, prepared its
 10 deceptive advertising and sales literature there, and disseminated it within California and to
 11 other states from California.

12 22. Assignment to the San Francisco Division is appropriate under Civil L.R. 3-
 13 2(c) and (d) because a substantial part of the events or omissions that give rise to the claim –
 14 including the dissemination of false and misleading information regarding the nature, quality,
 15 and/or ingredients of the Products – occurred within San Francisco County.

16 **FACTUAL ALLEGATIONS**

17 **A. Eco-Chic Deceives Consumers By Falsely Advertising and Marketing the**
 18 **Products as “100% Natural”**

19 23. Each year, American consumers purchase billions of dollars' worth of
 20 “natural” products. For example, “natural lip balm sales (one of the products Plaintiff
 21 purchased from Defendant) stood at \$126 million in 2012.”⁵ Natural and/or organic personal
 22 care is a multi-billion dollar industry in the United States.

23 24. Defendant has tapped into this multi-billion dollar industry, misleadingly
 24 marketing its products as “100% natural” and deceiving consumers into purchasing products
 25 represented to be 100% natural but, which, in fact, contain synthetic ingredients.

26 _____
 27 ⁵http://www.npainfo.org/NPA/About_NPA/NPA/AboutNPA/AbouttheNaturalProductsAssociation.aspx?hkey=8d3a15ab-f44f-4473-aa6e-ba27ccebcbb8 (last visited June 30, 2014);
<https://www.statista.com/statistics/258857/sales-of-the-leading-natural-skin-care-vendors-in-the-us-by-category/>.

1 25. The FTC has made clear that it is false and deceptive to advertise or package a
 2 product as “100% natural” if it contains any synthetic ingredients, stating “[i]f companies
 3 market their products as ‘all natural’ or ‘100% natural,’ consumers have a right to take them
 4 at their word.”⁶

5 26. As discussed in ¶ 8, each of the Products contains non-natural, synthetic
 6 ingredients. For example, various Products contain denatured alcohol, coco betaine,
 7 potassium sorbate, titanium dioxide, and propanediol. Such ingredients cannot be
 8 characterized as “100% natural,” and, thus, Defendant’s representations about the Products’
 9 natural quality are false and misleading.

10 27. One Product that Plaintiff purchased, Rahua Shampoo, which Defendant
 11 represented to be “100% natural” at the time of Plaintiff’s purchase (and which Defendant
 12 now represents is 100% plant derived), contains coco betaine, a synthetic surfactant that is
 13 derived from coconut oil, but synthesized for cosmetic purposes. Coco betaine has been
 14 associated with irritation and allergic contact dermatitis, reactions that could be due to the
 15 ingredient itself or to impurities present in it.

16 28. A reasonable consumer purchasing a product identified as 100% natural would
 17 not expect the product to contain synthetic ingredients. Indeed, Plaintiff purchased the
 18 Products expecting them to contain only natural ingredients, and has been damaged insofar as
 19 the Products did not contain 100% natural ingredients.

20 29. Many of the ingredients contained in the Products are the result of complex,
 21 multi-step processes that involve the use of toxic chemicals. The end products are substances
 22 which do not exist in nature, and which could not exist without the complex chemical
 23 processes. Defendant’s characterization of the Products as “100% natural” is thus deceptive
 24 and false.

25 30. Eco-Chic’s representations that it carefully vets the ingredients, such that
 26 consumers need not even read the label, and its representation that the Products are “100%
 27

28 6 <https://www.ftc.gov/news-events/blogs/business-blog/2016/04/are-your-all-natural-claims-all-accurate>.

1 natural,” unequivocally demonstrate Defendant’s intent to mislead the consumers into
 2 believing that the Products contain only natural ingredients when, in fact, they contain
 3 synthetic ingredients.

4 **B. Plaintiff’s Experience**

5 31. On or about June 10, 2017, Plaintiff purchased Antonym Cosmetics Lipstick
 6 Pencil and Rahua Shampoo on Eco-Chic’s website.

7 32. Plaintiff relied on Defendant’s false, misleading, and deceptive representations
 8 that Antonym Cosmetics Lipstick Pencil and Rahua Shampoo would provide 100% natural,
 9 relatively safe, environmentally sound, and non-injurious, non-abrasive alternatives to
 10 traditional cosmetics. Plaintiff would not have purchased the Products had she known that
 11 Defendant’s representations as to the Products were false.

12 33. As mentioned, Plaintiff suffers from psoriasis, an immune-mediated disease
 13 that causes skin rashes. Plaintiff’s psoriasis can be aggravated by the synthetic ingredients in
 14 the Products. In particular, ingredients like coco betaine (contained in the Rahua Shampoo
 15 that Plaintiff purchased) can inflame Plaintiff’s condition, given that her psoriasis makes her
 16 prone to skin rashes.

17 34. Defendant knew that its products contains synthetic ingredients, but advertised,
 18 and continues to advertise, the products as 100% natural. Accordingly, Plaintiff seeks to
 19 enjoin Defendant from continuing to falsely advertise its products as 100% natural, and seeks
 20 damages.

21 **CLASS ACTION ALLEGATIONS**

22 35. Plaintiff brings this action on behalf of herself and all other persons similarly
 23 situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

24 36. The class (the “Class”) that Plaintiff seeks to represent is defined as follows:

25 All persons in the United States who purchased any of the Products
 26 (defined in ¶ 7) from Defendant through its website,
 27 credobeauty.com.

28 37. In addition, Plaintiff asserts claims, in the alternative, under New Jersey law on
 behalf of the following class of New Jersey residents (the “New Jersey Class”) (collectively,

1 the “Class”):

2 All persons in New Jersey who purchased any of the Products
 3 (defined in ¶ 7) from Defendant through its website,
 4 credobeauty.com.

5 38. Excluded from the Class are (a) Defendant, including any entity in which
 6 Defendant has a controlling interest, and its representatives, officers, directors, employees,
 7 assigns and successors; (b) any person who has suffered personal injury or is alleged to have
 8 suffered personal injury as a result of using the Products; and (c) the Judge to whom this case
 9 is assigned.

10 39. Numerosity/Impracticability of Joinder. The members of the Class are so
 11 numerous that joinder of all members would be impracticable. The proposed Class includes,
 12 at a minimum, thousands of members. The precise number of Class members can be
 13 ascertained by reviewing documents in Defendant’s possession, custody and control or
 14 otherwise obtained through reasonable means.

15 40. Commonality and Predominance. There are common questions of law and fact
 16 which predominate over any questions affecting only individual members of the Class. These
 17 common legal and factual questions, include, but are not limited to, the following:

- 18 a. whether Defendant engaged in a pattern of fraudulent, deceptive and
 19 misleading conduct targeting the public through the marketing, advertising,
 20 promotion and/or sale of the Products;
- 21 b. whether Defendant’s acts and omissions violated California consumer
 22 protection law and breached express warranties;
- 23 c. whether Defendant made material misrepresentations of fact or omitted
 24 material facts to Plaintiff and the Class regarding the marketing, promotion,
 25 advertising and sale of the Products;
- 26 d. whether Defendant’s false and misleading statements of fact regarding
 27 the Products were intended to, and likely did, deceive the public;
- 28 e. whether, as a result of Defendant’s misconduct, Plaintiff and the Class
 29 are entitled to equitable relief and other relief, and, if so, the nature of such
 30 relief;
- 31 f. whether Plaintiff and the members of the Class have sustained
 32 ascertainable loss and damages as a result of Defendant’s acts and omissions,
 33 and the proper measure thereof; and

g. whether Defendant's acts and omissions violated New Jersey consumer protection law; and

h. whether Plaintiff and the members of the Class are entitled to injunctive relief.

41. Typicality. Plaintiff's claims are typical of the claims of the members of the Class she seeks to represent. Plaintiff and all Class members have been injured by the same wrongful practices in which Defendant has engaged. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the Class members, and are based on the same legal theories.

42. Adequacy. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Class, and has retained Class counsel who are experienced and qualified in prosecuting class actions. Neither Plaintiff nor her attorneys have any interests which are contrary to or conflicting with the Class.

43. Superiority. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all Class members is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Class are in the millions of dollars, the individual damages incurred by each Class member resulting from Defendant's wrongful conduct are too small to warrant the expense of individual suits. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every Class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Individual members of the Class do not have a significant interest in individually controlling the prosecution of separate actions, and individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all of the parties and to the court system because of multiple trials of the same factual and legal issues. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action. In addition, Defendant has acted or refused to act on grounds generally applicable to

1 the Class and, as such, final injunctive relief or corresponding declaratory relief with regard to
 2 the members of the Class as a whole is appropriate.

3 **FIRST CAUSE OF ACTION**
 4 **Breach of Express Warranty**
 5 **(On Behalf of the Class)**

6 44. Plaintiff realleges and incorporates by reference the allegations contained in
 7 the paragraphs above as if fully set forth herein.

8 45. When Plaintiff and the members of the Class purchased the Products,
 9 Defendant expressly warranted that the Products were 100% natural and did not contain
 10 harmful ingredients.

11 46. For the reasons discussed heretofore, Defendant failed to provide Plaintiff and
 12 the Class with Products that meet Defendant's representations, as the Products contain non-
 13 natural, synthetic ingredients, some of which are hazardous.

14 47. As a result, Defendant breached the terms of its express warranty and Plaintiff
 15 and the members of the Class have been damaged.

16 48. Plaintiff has satisfied all conditions precedent to holding Defendant liable for
 17 breach of express warranty.

18 49. Further, any effort by Defendant to disclaim or otherwise limit liability should
 19 be estopped because Defendant wrongfully, uniformly, and repeatedly misrepresented the
 20 purported "all natural" quality of the Products, such that consumers were, and are, misled.

21 **SECOND CAUSE OF ACTION**
 22 **Violation of the California Consumer Legal Remedies Act**
 23 **Cal. Civil Code § 1750, *et seq.***
 24 **(On Behalf of the Class)**

25 50. Plaintiff realleges and incorporates by reference the allegations contained in
 26 the paragraphs above as if fully set forth herein.

27 51. Defendant is a "person" within the meaning of the CLRA.

28 52. Plaintiff is a "consumer" and the Products constitute "goods" for the purposes
 29 of the CLRA.

30 53. Defendant engaged in conduct that violates the CLRA in the following ways:

- 1 a. Defendant violated Cal. Civ. Code § 1770(a)(5) by representing that the
- 2 Products have all natural characteristics which they do not have;
- 3 b. Defendant violated Cal. Civ. Code § 1770(a)(7) by representing that the
- 4 Products are 100% natural when they contain synthetic ingredients;
- 5 c. Defendant violated Cal. Civ. Code § 1770(a)(9) by advertising the
- 6 Products as 100% natural, although it intended to sell them containing
- 7 non-natural, synthetic ingredients; and
- 8 d. Defendant violated Cal. Civ. Code § 1770(a)(16) by representing that
- 9 the Products were supplied as 100% natural, when they were not.

10 54. Defendant knew that the Products were not “100% natural,” and actively
 11 misrepresented the Products as “100% natural,” even though it knew the Products contain
 12 synthetic ingredients.

13 55. Such conduct was likely to deceive, and did deceive, reasonable consumers,
 14 including Plaintiff, and the information misrepresented would be material to a reasonable
 15 consumer in deciding to purchase the Products and in considering how much to pay for the
 16 Products.

17 56. In accordance with Cal. Civ. Code § 1780(a), Plaintiff and the members of the
 18 Class seek injunctive and equitable relief for violations of the CLRA, as well as all other relief
 19 to which the Court may deem Plaintiff is entitled.

21 57. Plaintiff has satisfied the notice prerequisites of Cal. Civ. Code § 1782, as she
 22 notified Defendant in writing on June 26, 2017 about the conduct alleged herein.

23 **THIRD CAUSE OF ACTION**
 24 **Violation of the California False Advertising Law**
 25 **Cal. Bus. & Prof. Code § 17500, *et seq.***
(On Behalf of the Class)

26 58. Plaintiff realleges and incorporates by referenced the allegations contained in
 27 the paragraphs above as if fully set forth herein.

1 59. Section 17500 of the FAL proscribes disseminating any statement in California
2 “which is untrue or misleading, and which is known, or which by the exercise of care should
3 be known, to be untrue or misleading,” with the intent to dispose of any property.

4 60. Defendant has violated § 17500 because it disseminated false advertisements
5 regarding the Products' purported natural quality to members of the public, with the intent to
6 sell the Products.

7 61. Defendant knew that the Products contain non-natural, synthetic ingredients,
8 and thus, knew that its statements were misleading and untrue.

9 62. Plaintiff and the members of the Class relied upon Defendant's
10 misrepresentations in deciding to purchase the Products and have been damaged as a direct
11 and proximate result. Had Plaintiff and the members of the Class known that the Products
12 contained non-natural, synthetic ingredients, they would not have purchased the Products, or
13 would have paid less for them.

14 63. Defendant engaged, and continues to engage, in a pattern of wrongful conduct
15 in the course of selling the Products, including in the State of California. Plaintiff, therefore,
16 seeks to enjoin Defendant from continuing to engage in this pattern of wrongful, deceptive
17 conduct, and seeks such other relief as set forth below.

FOURTH CAUSE OF ACTION
Violation of the California Unfair Competition Law
Cal. Bus. & Prof. Code § 17200, *et seq.*
(On Behalf of the Class)

20 64. Plaintiff realleges and incorporates by reference the allegations contained in
21 the paragraphs above as if fully set forth herein.

22 65. Section 17200 of the UCL prohibits any “unlawful, unfair or fraudulent
23 business act or practice” and any “unfair, deceptive, untrue or misleading advertisement.”

24 66. Defendant has violated the unlawful prong of § 17200 by its violations of the
25 CLRA, as set forth above.

26 67. In addition, Defendant has violated the unfair prong of § 17200 through the
27 acts described of herein, including, *inter alia*, misrepresenting that the Products are “100%

1 natural" and failing to disclose to consumers that the Products contain non-natural, synthetic
2 ingredients. As a result, Plaintiff and the members of the Class relied on Defendant's
3 misrepresentations in deciding whether to purchase the Products. The misrepresentations
4 were material information that would have influenced Plaintiff and the Class members'
5 decisions.

6 68. Defendant has also violated the fraudulent prong of § 17200 insofar as the
7 misrepresentations related to the Products' purported natural quality were likely to deceive a
8 reasonable consumer, and the information would be material to a reasonable consumer.

9 69. Defendant has, additionally, violated § 17200 by engaging in misleading
10 advertising tactics, which misrepresent the natural quality of the Products and induce
11 consumers to purchase the Products based on Defendant’s assurances that the Products have
12 been vetted sufficiently, such that consumers need not even read the ingredient label.

13 70. As a direct and proximate result of Defendant's deceptive conduct, Plaintiff
14 and the members of the Class have been damaged.

15 71. Defendant continues to engage in this pattern of deceptive conduct and, thus,
16 Plaintiff and the members of the California Class seek to enjoin Defendant from continuing its
17 unfair, unlawful, and deceptive practices.

FIFTH CAUSE OF ACTION
Violation of the New Jersey Consumer Fraud Act
N.J.S.A. § 56:8-1, *et seq.*
(On Behalf of the New Jersey Class)

20 72. Plaintiff realleges and incorporates by reference the allegations contained in
21 the paragraphs above as if fully set forth herein.

73. Plaintiff and Defendant are “persons” within the meaning of the CFA.

23 74. Plaintiff and the members of the New Jersey Class are “consumers” for the
24 purposes of the CFA.

25 75. Defendant's practices violated the CFA to the extent Defendant materially
26 misrepresented the nature of the Products (*i.e.*, stating they were "100% natural" and free
27 from hazardous ingredients when, in fact, they contained synthetic ingredients), in connection

1 with its marketing and sale of the Products, with the intent that consumers rely upon its
2 misrepresentations and purchase the Products.

3 76. Plaintiff and the members of the New Jersey Class relied upon Defendant's
4 material misrepresentations in deciding to purchase the Products, and were damaged as a
5 direct and proximate result.

6 77. Had Defendant disclosed the material fact that the Products contained synthetic
7 ingredients to Plaintiff and the members of the New Jersey Class, they would not have
8 purchased the Products, or would have paid less for them.

9 78. Accordingly, Plaintiff seeks damages and all other appropriate relief to which
10 the Court concludes Plaintiff is entitled.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, on behalf of herself and the members of the proposed Class,
13 prays for judgment as follows:

14 a. Certification of the Class under Federal Rule of Civil Procedure 23 and
15 appointment of Plaintiff as representative of the Class and her counsel
as Class counsel;

16 b. Compensatory and other damages for economic and non-economic
17 damages, including punitive and/or treble damages where permitted;

18 c. An Order enjoining Defendant from continuing to engage in its pattern
19 of unlawful, fraudulent, deceptive, and unfair conduct, as alleged in this
Complaint;

20 d. Statutory pre-judgment and post-judgment interest on any amounts;

21 e. Payment of reasonable attorneys' fees and recoverable litigation
expenses as may be allowable under applicable law; and

22 f. Such other and further relief as the Court deems just and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: September 5, 2017

By: s/ Kolin C. Tang
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